

**SERIAL 04043 RFP      WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)  
NIGP 72551**

**DATE OF LAST REVISION: July 08, 2005 CONTRACT END DATE: March 31, 2008**

**CONTRACT PERIOD THROUGH MARCH 31, 2008**

TO:                    All Departments  
FROM:                Department of Materials Management  
SUBJECT:            Contract for **WIRELESS SERVICES (CELLULAR, DATA, PDA'S, PAGERS)  
NIGP 72551**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 23, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

Copy to:            Clerk of the Board  
Steve Bartlet, Telecommunications  
Deborah Overton, SHERIFF'S  
Mirheta Muslic, Materials Management

(Please remove Serial 02036-IGA from your contract notebooks)



## CONTRACT PURSUANT TO RFP

SERIAL 04043-RFP

This Contract is entered into this 1st day of APRIL, 2005 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CONTINENTAL MOBILE COMMUNICATIONS an ARIZONA CORPORATION ("Contractor") for the purchase of WIRELESS (CELLULAR and DATA) services.

### 1.0 TERM

- 1.1 This Contract is for a term of Three (3) years, beginning on the 1st day of April, 2005 and ending the 31st day of March, 2008.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of Three (3) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, the Contracting Entity shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A."
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, contract number, quantities, unit prices, and extended totals and applicable sales tax.

### 3.0 DUTIES

- 3.1 The Contractor shall provide all services and supplies as stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

### 4.0 TERMS & CONDITIONS

#### 4.1 INDEMNIFICATION AND INSURANCE:

##### 4.1.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.1.2 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

4.1.2.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

4.1.2.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

4.1.2.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

**CONTRACTOR** waives all rights against the Contracting Entities and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

#### 4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

#### 4.1.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

**4.2 PROCUREMENT CARD ORDERING CAPABILITY**

It is the intent of Maricopa County to utilize the MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Other Contracting Entities may do the same, at their own discretion.

**4.3 NOTICES**

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

CONTINENTAL MOBILE COMMUNICATIONS  
7845 E. GELDING DRIVE  
SUITE 101  
SCOTTSDALE, ARIZONA 85260  
Attn: Steve Fivelson

480-368-1699 VOICE  
480-368-1883 FA

**4.4 REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when the Contracting Entities identify a need and issues a purchase order or request for services.

Contractor shall take no action under this Contract unless specifically requested by contracting entity, which shall submit a written document (Purchase Order, etc.) to Contractor requesting that services or product be delivered.

Contracting Entities reserve the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the Contracting Entity agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The Contracting Entity will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of services.

**4.5 TERMINATION**

Contracting Entity may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

**4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.7 OFFSET FOR DAMAGES**

In addition to all other remedies at law or equity, the Contracting Entity may offset from any money due to the Contractor any amounts Contractor owes to the Contracting Entity for damages resulting from breach or deficiencies in performance under this contract.

**4.8 ADDITIONS/DELETIONS OF SERVICE**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.9 SUBCONTRACTING**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

**4.10 AMENDMENTS**

All amendments to this Contract must be in writing and signed by both parties.

**4.11 RETENTION OF RECORDS**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**4.12 AUDIT DISALLOWANCES**

If at any time Contracting Entity determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Contracting Entity shall notify the Contractor in writing of the disallowance. Contracting Entity shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13    VALIDITY

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14    RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14    INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

ATTESTED:

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
MARICOPA COUNTY ATTORNEY

\_\_\_\_\_  
DATE



**ATTACHMENT A  
PRICING INFORMATION  
SATELLITE TELEPHONES AND DISPATCH SERVICE**

**FIXED SITE, LAND MOBILE, AND TRANSPORTABLE RATE PLANS**

Rate Plan Code	915	916	914	913
Monthly Access Fee	\$25	\$35	\$100	\$175
Minutes Included	0	30	60	175
Airtime Rate per Minute	\$1.49	\$1.19	\$1.09	\$0.89
Account Activation Fee (one time)	\$50	\$50	\$50	\$50
Monthly Fax/Data Access (see Note 4)	\$15	\$15	\$0	\$0
Suspension Fee (one time)	\$16	\$16	\$16	\$16
Suspended Terminal Monthly Fee	\$10	\$10	\$10	\$10

**NOTES**

1. All MSV Satellite Telephone Service rate plans require a 1-year minimum contract commitment.
2. Subscribers must have a billing address in the United States or its territories.
3. Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability may vary by manufacturer and configuration of phone and antenna.
4. Airtime rate per minute applies to all airtime usage including voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for MSV Satellite Telephone Service.
5. Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at the per minute airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates – see <http://www.consumer.att.com/global/english/>). International tolls are rated to the prevailing Eastern Time and may vary by time of day.
6. There is an extra fee of \$10 for adding voicemail or call-barring if requested after initial activation.
7. MSV Satellite Telephone Service rates do not include dispatch service (see current MSV Satellite Dispatch Service rates for pricing).
8. Rates subject to change.
9. The one time suspension fee is applied at the time of suspension. There is no cost to reactivate a suspended unit.







## ATTACHMENT A

## Satellite Dispatch Service - Service Rates

Effective January 1, 2003

## RATE PLANS

Charges Per Satellite Terminal	Regional 2-beams	CONUS 3-beams	All Regions 5-beams
<b>5+ Satellite Terminals</b>			
Rate Plan Code	908	928	929
Talkgroup access per month (see Note 7)	\$69	\$99	\$129
<b>Less than 5 Satellite Terminals</b>			
Rate Plan Code	909	930	931
Talkgroup access per month (see Note 7)	\$99	\$129	\$169
Dispatch minutes per month	Unlimited	Unlimited	Unlimited
Airtime rate per minute*	\$1.19	\$1.19	\$1.19
Fax or Data access fee per month (see Note 4)	\$15	\$15	\$15

## DISPATCH PSTN CONNECTION OPTIONS

Dial-In Dispatch	\$100	Per month per Talkgroup (800-access)
Dial-Out Dispatch	\$100	Per month per Talkgroup (Customer provides number)
Private Mode	\$200	Per month per Talkgroup
Additional Talkgroup Access	\$200	Per month per Talkgroup

## ACCOUNT MAINTENANCE

Satellite Terminal Activation Fee	\$50	Per satellite terminal (one-time charge)
Satellite Terminal Suspension Fee	\$16	Per satellite terminal per suspension
Suspended Terminal Monthly Fee	\$10	Per satellite terminal per month while suspended
First Talkgroup Setup Fee	\$0	Included with activation
Additional Talkgroup Setup Fee	\$200	Per Talkgroup (one-time charge)
Voice Mail Activation Fee	\$10	Per satellite terminal (one-time charge)

\*Per minute charges apply to voice (telephone), fax, or data airtime use only.

## NOTES

1. All MSV Satellite Dispatch Service rate plans require a 1-year minimum contract commitment.
2. Subscribers must have a billing address in the United States or its territories.
3. Actual coverage is subject to verification. Performance may vary due to look angle and line-of-sight constraints. Feature availability may vary by manufacturer and configuration of phone and antenna.
4. Airtime rate per minute also applies to airtime usage for voicemail, other call management features and fax or data. Each partial minute of airtime is billed as a full minute for Satellite Telephone Service.
5. Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at the per minute airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates -- see <http://www.consumer.att.com/global/english/>). International tolls are rated to the prevailing Eastern Time and may vary by time of day.
6. There is an extra fee of \$10 for adding voicemail or call-barring if requested after initial activation.
7. Rates subject to change.
8. The one time suspension fee is applied at the time of suspension. There is no cost to reactivate a suspended unit.



7845 E. Gelding Dr., Suite 101 • Scottsdale, Arizona 85260 • (480) 368-1699 • FAX (480) 368-1883



## ATTACHMENT A RENTAL PRICING OF SATELLITE PHONE EQUIPMENT

### RENTAL OPTIONS:

A. MITSUBISHI ST111D. THIS EQUIPMENT CAN BE USED IN A MOVING VEHICLE WITH THE ACCOMPANIED AUTOMATIC TRACKING DOME ANTENNA. THE ANTENNA MAGNETICALLY MOUNTS TO THE OUTSIDE OF A VEHICLE AND THE ENTIRE UNIT IS POWERED BY PLUGGING IN A CIGARETTE LIGHTER TYPE PLUG INTO THE VEHICLE'S 12 VOLT SOURCE.

RENTAL RATE IS \$10 PER DAY.  
AIRTIME IS \$2.95 PER MINUTE AND IS BASED ON THE EQUIPMENT'S AIRTIME COUNTER.

B. MOTOROLA IRIDIUM HANDHELD SATELLITE PHONE. THIS EQUIPMENT IS HANDHELD AND CAN BE USED WHILE IN MOTION AND WHILE THE UNIT HAS AN UN-OBSTRUCTED VIEW OF THE SKY. THE RENTAL KIT INCLUDES THE PHONE, AN A/C CHARGER, A D/C CHARGER AND A SMALL MAGNETIC ANTENNA THAT CAN BE ATTACHED TO A VEHICLE IF THE USER IS INSIDE A VEHICLE.

RENTAL RATE IS \$20 PER DAY.  
AIRTIME IS \$3.50 PER MINUTE AND IS BASED ON THE EQUIPMENT'S AIRTIME COUNTER.

THE AIRTIME RATES INCLUDE ALL LONG DISTANCE WITHIN THE UNITED STATES.





## **ATTACHMENT A SATELLITE EQUIPMENT PRICING**

**MITSUBISHI ST 112-SPACECOM SATELLITE PHONE WITH IN MOTION  
TRACKING ANTENNA**

**COST PER UNIT: \$2720**

**MITSUBISHI ST 112 M SATELLITE PHONE WITH IN MOTION MAST  
ANTENNA**

**COST PER UNIT : \$1990**

**MITSUBISHI ST 112 FIXED SITE SATELLITE PHONE WITH 30"  
PARABOLIC DISH AND HELIX COIL ANTENNA**

**COST PER UNIT: \$2995**

### **OPTIONAL 2-WAY DISPATCH SERVICE**

**FOR SATELLITE DISPATCH RADIO SERVICE, THE FOLLOWING  
EQUIPMENT IS REQUIRED FOR EACH SATELLITE PHONE EQUIPPED  
WITH DISPATCH:**

**1 PTT MSV DISPATCH MICROPHONE**

**COST PER UNIT: \$495**

### **ADDITIONAL OPTIONS**

**FOR REMOTE ACCESS TO THE DISPATCH RADIO VIA A HANDLELD  
RADIO:**

**1 MOTOROLA SM120 OR SIMILAR VHF, UHF OR 800 MHZ MOBILE RADIO**

**1 CPI SV100 CROSSBAND INTERFACE**

**1 HANDHELD PORTABLE RADIO VHF, UHF OR 800 MHZ**

**COST PER UNIT: QUOTED UPON REQUEST DUE TO THE EXTENT OF  
CONFIGURATIONS AVAILABLE**



## EXHIBIT B SCOPE OF WORK 04043

### 1.0 INTENT

The intent of this Contract is to provide multiple cellular telephone, data, pager and satellite telephone providers for Maricopa County and any other participating public agency in the State of Arizona. Maricopa County will reserve the right to add contractors based on price, service, and/or applicable changes in technology throughout the contract term if deemed in best interest of the County and/or participating entities.

#### **ELIGIBLE AGENCIES (Statewide)**

The contract shall be for the use of all Maricopa County and State of Arizona departments, agencies, commissions and boards. In addition, eligible municipalities, counties, universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract applicable entities must have entered into a cooperative purchasing agreement with either Maricopa County or the State of Arizona (per ARS 41-2632).

### 2.0 SCOPE OF SERVICES

#### 2.1 SATELLITE TELEPHONE SERVICES (OPTIONAL)

**Contractor shall propose Satellite Telephone Services if they have these available.** They should describe the services and equipment available in detail. Include mobile, portable and fixed units as well as installation services in vehicles and/or buildings.

Describe your service levels including your multiple satellite capability in the event the primary satellite is inoperative.

##### 2.1.1 Coverage

Coverage shall be 100% of the State of Arizona and CONUS, with optional worldwide service. The system shall not be susceptible to fades due to rainfall or other ionospheric and tropospheric conditions. The system should be capable of penetrating light buildings, but is not required to penetrate commercial grade buildings for telephonic communications. However, paging services should be able to penetrate most types of commercial structures.

##### 2.1.2 Price

Airtime cost must be based upon random wide area calls. I.e., The airtime cost should be fixed for any call placed from within Arizona to any location in CONUS. Separate pricing for calls terminating through various other CONUS gateways outside Arizona are not acceptable. An international calling package may also be offered.

#### 2.2 WARRANTY

All equipment supplied under this specification shall be fully guaranteed by the contractor for a minimum period of 12 months from the date of acceptance. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor (including parts and labor) without cost to the customer. The written warranty shall be included with the delivered products to the using agency.

**2.3 MAINTENANCE (Local)**

In order to assure that any ensuing contracts will provide the necessary maintenance support required for the equipment specified, each potential contractor must have local maintenance facilities or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have sufficient parts inventory in order to provide quality service on the equipment specified. Maricopa County and/or the State of Arizona may inspect the maintenance facility to determine adequacy.

**2.4 CURRENT PRODUCTS**

All equipment, materials, parts and other components incorporated in the work or covered by this contract shall be NEW, in current and ongoing production: shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (pay customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Occasionally departments may request refurbished equipment for special utilization programs.

**2.5 CARRIER COMPLIANCE WITH FCC 9-1-1 REQUIREMENTS**

All Cellular/PCS carrier vendors awarded contracts under this RFP shall certify that they are in, and continue in full compliance with CURRENT FCC mandates for wireless 9-1-1 compatibility with Enhanced 9-1-1 Emergency Calling systems' access and location.

**2.6 ON-GOING SYSTEM EVALUATION SAMPLE UNIT**

Each successful vendor awarded at least one portable unit on contract under this proposal, and who also provides digital or analog carrier service, shall provide, at no cost, a long term carrier service evaluation portable unit. This unit will be used for continuous evaluation of coverage requirements as specified in this document and for various departments and agencies to determine carrier suitability for their needs. This evaluation sample will be retained by the contracting entity for the duration of the contract or as needed. The sample provided may be the lowest line portable unit of the vendor for the digital and analog category, accepted on the contract. This provision would be applicable to all contracting entities.

**2.7 USER INSTRUCTION MANUAL**

One manual shall be furnished for each radiotelephone unit supplied under this Proposal. Proposers agree to provide on site training of users in a group class environment if necessary with as one week notice. Additionally, the user manuals can be made available on CD or available for download/viewing via website link.

**2.8 DEVELOPMENT DATA**

The contractor agrees to supply free of charge all information which may be the result of future development and experimentation by which the performance and efficiency of the equipment purchased under this specification may be improved or modernized. Any software defects shall be corrected by the vendor by installing new software on units previously sold under this contract, or by swapping for an upgraded unit without the software defect.

**2.9 WORKMANSHIP**

All equipment supplied shall be of the latest, most improved model, past the development state and currently in factory production with a satisfactory performance record as evidenced by vendor supplied data and as determined by Contracting Entity.

**2.10 USAGE REPORT**

The Contractor shall furnish requesting entities a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the requesting entity and shall disclose the quantity and dollar value of each contract item by individual unit.

**2.11 THIRD PARTY BILLING**

Any Contractor that is granted business as a result of this Contract is responsible for subsequent billing. Although selected material and services may be supplied by third-party vendors, no third party billing will be accepted by contracting entities.

CONTINENTAL MOBILE COMMUNICATIONS, 7845 E. GELDING DRIVE SUITE 101, SCOTTSDALE, AZ  
85260

**EQUIPMENT**

PRICING SHEET S048102/B0700114/NIGP 72551

Terms:	NET 30
Vendor Number:	W000001550 X
Telephone Number:	480/368-1699
Fax Number:	480/368-1883
Contact Person:	Steve Fivelson
E-mail Address:	<a href="mailto:steve@cmcarizona.com">steve@cmcarizona.com</a>
Contract Period:	To cover the period ending <b>March 31, 2008.</b>

**MSV, 10802 PARKRIDGE BLVD, RESTON, VA 20191-4334**

**SERVICE**

**PRICING SHEET S048102/B0700114/NIGP 72551**

<b>Terms:</b>	<b>NET 30</b>
<b>Vendor Number:</b>	<b>W000004109 X</b>
<b>Telephone Number:</b>	<b>703/390-2700</b>
<b>Fax Number:</b>	<b>703/390-2778</b>
<b>Contact Person:</b>	<b>Jennifer Gladwin</b>
<b>E-mail Address:</b>	<b><a href="mailto:csrhelp@msvlp.com">csrhelp@msvlp.com</a></b>
<b>Contract Period:</b>	<b>To cover the period ending March 31, 2008.</b>